

STUDENT-ATHLETE LICENSE POLICY

Policy # AT.002.1

Vice President for
Intercollegiate

Responsible Executive: Athletics

Responsible Office: Athletics Compliance

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I. Policy Statement

Pursuant to the *Carter v. NCAA*, *Hubbard v. NCAA* and *House v. NCAA* settlements (collectively, the “NCAA Settlement”), the University of Louisiana at Lafayette (“University”) may provide new benefits (e.g., direct name, image and likeness (“NIL”) payments, scholarships above limits permitted in the NCAA Division I manual) to Student-Athletes. This Policy shall provide guidelines and procedures in providing revenues to Student-Athletes for the University’s use of their NIL.

This Policy is intended to promote compliance with applicable laws and policies, the NCAA Settlement, clarify Student-Athletes’ rights to receive compensation from the University for the use of their NIL, and preserve Student-Athletes’ eligibility. This Policy is not intended to prevent or discourage Student-Athletes from earning compensation for their NIL.

II. Purpose of Policy

Each Student-Athlete is the exclusive owner of all right, title and interest in, to and under: (i) Student-Athlete’s NIL, caricature, nicknames, pseudonyms, voice, live or recorded performances, photographs, videos, audio recordings, signatures, quotations, biographical data or information and any other personal characteristics or physical or vocal likenesses of Student-Athlete; (ii) any and all trademarks, service marks, trade names, domain names, rights of publicity, copyrights, designs or other intellectual property rights owned by or on behalf of Student-Athlete relating to, based on or derived from any of the foregoing; and (iii) any and all other materials or indicia of origin relating to or identifying Student-Athlete or any of the foregoing (collectively, clauses (i) through (iii), “NIL Rights”).

Pursuant to this Policy, the University may obtain the right to use the NIL Rights of certain Student-Athletes and/or Prospective Student-Athletes. In return for the use of their NIL Rights, the Student-Athlete/Prospective Student-Athlete will provide certain marketing, advertising, publicizing, promotion and endorsement services in connection therewith. This Policy addresses the requirements for the

Student-Athlete/Prospective Student-Athlete to obtain payment for NIL Rights and for the University to provide said payments.

III. Applicability

This Policy is applicable to and enforceable against all Student-Athletes and Prospective Student-Athletes.

IV. Definitions

1. **Athletics Program**: is the intercollegiate Athletics Department of the University.
2. **License Agreement**: is the annual agreement entered into between a Student-Athlete/Prospective Student-Athlete and the University that allows the University to provide revenue to the Student-Athlete/ Prospective Student-Athlete in exchange for the University's use of the Student-Athlete's/ Prospective Student-Athlete's NIL.
3. **Name, Image, Likeness ("NIL")**: is an initiative to allow a Student-Athletes and Prospective Student-Athletes the opportunity to benefit from the use of their NIL in ways that are consistent with the recommendations by the NCAA Name, Image and Likeness Legislative Solutions Group.
4. **Prospective Student-Athlete**: is an individual who has started classes for the ninth grade in high school. In addition, a student who has not started classes for the ninth grade becomes a Prospective Student-Athlete if the University provides such an individual (or the individual's family members or friends) any financial assistance or other benefits that the University does not provide to prospective students generally. An individual remains a Prospective Student-Athlete until:
 - a. The individual signs the University's written offer of admission and/or financial aid or the University receives the individual's financial deposit in response to its offer of admission, completes all high school graduation requirements or all transfer academic eligibility requirements and receives benefits or expenses from the University that may be provided to a Student-Athlete;
 - b. The individual participates in summer Athletic Program activities, or regular squad practice or competition that occurs before the beginning of any term at the University;
 - c. The individual enrolls in and attends classes during the University's summer term before initial full-time enrollment or enrolls in a minimum full-time program of studies and attends classes in a regular term at the University; or
 - d. The individual reports to a University orientation session that is open to all incoming students within fourteen (14) calendar days prior to the opening day of classes of a regular academic year term.
5. **Student-Athlete**: is a student who is enrolled at the University and participates in a sponsored sport of the Athletics Program.

V. Policy Procedure

A. NIL Rights Compensation Identification/Selection Process:

1. Each head coach or sport designee will submit information to Athletics Compliance that will contain the following:
 - a. List of legal names of Student-Athletes and/or Prospective Student-Athletes to receive payment for their NIL Rights;
 - b. Specific amounts to be paid by University to each Student-Athlete;
 - c. Payment disbursement date(s);
 - d. Whether the Student-Athlete is a U.S. Citizen (Y/N); and
 - e. Whether the Student-Athlete is also a University student employee (Y/N).
2. Athletics Compliance shall provide the above information to the Vice President for Intercollegiate Athletics (“VPIA”) and the Sport Program Administrator for review/approval.
3. Upon VPIA approval, Athletics Compliance will complete the Athletics License Agreement – Budget Approval Request Form and route electronically for internal review, approval, and signatures. Athletics Compliance will monitor the requested amounts to ensure fiscal responsibility within the Athletics Program’s budget.

B. Form W-9 Submitted to Admin Services:

1. As early as possible, and no later than three (3) weeks prior to the anticipated payment date, each Student-Athlete and/or Prospective Student-Athletes receiving compensation from the University for their NIL Rights for the first time must complete and return a Form W-9 to Administrative Services at as@louisiana.edu.
2. Once the W-9 form is submitted to Administrative Services, the form will be valid for the Student-Athlete’s full tenure at the University. A new W-9 form will only need to be submitted if the Student-Athlete’s information included on the form changes or was incorrect.
3. The information provided on the W-9 forms must match the Student-Athlete’s information within Banner (i.e., legal name, SSN/ITIN, etc.).

C. License Agreement:

1. Athletics Compliance will generate a License Agreement for each Student-Athlete and/or Prospective Student-Athlete who will be receiving compensation from the University for their NIL Rights.
2. In order to receive compensation, the Student-Athlete/Prospective Student-Athlete and the VPIA must fully execute the License Agreement. If the Student-Athlete/ Prospective Student-Athlete is a minor, Student-Athlete/Prospective Student-Athlete must co-sign the License Agreement along with their parent or legal guardian.

D. Submit Payment Request:

1. At least ten (10) days prior to each Student-Athlete's and/or Prospective Student-Athlete's compensation payment date, Athletics Compliance will complete the Athletics License Agreement Payment Request Form and route electronically for internal review, approval, and signatures.
2. The Athletics License Agreement Payment Request Form will include the following information:
 - a. Legal name and ULID of each Student-Athlete and/or Prospective Student-Athletes;
 - b. The specific amount each Student-Athlete and/or Prospective Student-Athlete will be paid;
 - c. Payment disbursement date for each Student-Athlete and/or Prospective Student-Athlete;
 - d. Whether the Student-Athlete and/or Prospective Student-Athlete is a U.S. Citizen (Y/N);
 - e. Whether the Student-Athlete and/or Prospective Student-Athlete is also a University student employee (Y/N); and
 - f. Accounting information (FOAP) is required for the payment.

E. Payment Process:

1. Each Student-Athlete/Prospective Student-Athlete receiving a payment for University use of their NIL Rights is required to set up Direct Deposit in the Cashier's Office in the Student Union prior to the first payment date. No hard checks will be mailed.
2. Accounts Payable will process payments weekly, each Wednesday. Direct Deposit payments will be deposited into the Student-Athlete's/Prospective Student-Athlete's bank account on the following Friday.

F. Tax Documents:

Administrative Services will process 1099 tax documents for each Student-Athlete/ Prospective Student-Athlete that receives payment for University use of their NIL Rights.

VI. Enforcement

The Vice President for Intercollegiate Athletics is responsible for enforcement of this Policy.

Student-Athlete/ Prospective Student-Athlete violations of this Policy and/or NCAA regulations will be reviewed by the Senior Associate AD/Compliance. Failure to comply with this Policy and/or NCAA regulations may result in sanctions which may include, but not be limited to, mandatory education, roster removal, scholarship termination, or disciplinary action up to expulsion, as may be determined by Student Rights and Responsibilities upon the recommendation of the Senior Associate AD/Compliance.

VII. Policy Management

Upon adoption, the VPIA shall be the Responsible Executive for this Policy in charge of the management of this Policy. The Senior Associate Athletic Director/Compliance is the Responsible Officer for this Policy. The Office of Athletic Compliance is the Responsible Office for this Policy.

VIII. Exclusions

N/A

IX. Effective Date

This Policy shall be effective as of the date of adoption of this Policy.

X. Adoption

This Policy is hereby adopted on this April 29, 2025.

/s/ Dr. E. Joseph Savoie

Dr. E. Joseph Savoie
President

XI. Appendices, References, and Related Materials

- NCAA Division I Name, Image and Likeness Legislative Solutions Group- Legislative Recommendations (Updated: October 8, 2020)
- NCAA Settlement
- Template License Agreement
- Athletics License Agreement – Budget Approval Request Form
- Athletics License Agreement – Payment Request Form

XII. Revision History

- Original adoption date: 4/29/2025 (AT.002.1).